

United States Courts  
Southern District of Texas  
FILED

*November 24, 2021*

Nathan Ochsner, Clerk of Court

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

UNITED STATES OF AMERICA

v.

ANAHUAC TRANSPORT, INC.,

Defendant.

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§

CRIMINAL NO.

**4:21-cr-556**

**INFORMATION**

THE UNITED STATES CHARGES:

**Introduction**

At all times material to this Information:

1. ANAHUAC TRANSPORT, INC. (“ANAHUAC”) was a Texas corporation based in Anahuac, Texas. ANAHUAC was in the business of hauling chemicals in tanker trucks, including rocket fuel, known as RP-1, and jet fuel, known as JP-10.

2. The National Aeronautics and Space Administration (NASA) and the United States Department of Defense (DOD) entered contracts with various companies to launch rockets with supplies for the International Space Station and with military payloads. These companies procured fuel for the rocket launches and for other purposes, and contracted for transportation of the fuel to the launch sites and elsewhere. ANAHUAC was subcontracted to transport RP-1 and JP-10 from Houston, Texas to Florida, Virginia, and Arizona on behalf of NASA and DOD.

3. To prevent contamination of the rocket and jet fuel, the contracts under which ANAHUAC transported the fuels provided that the tank trailers ANAHUAC used to haul these fuels were not permitted to have contained beforehand incompatible substances that could react with the fuel. The industry-standard method of complying with this requirement is for the

company hauling the fuel to provide a “wash certificate,” which is a form created by a specialized cleaning company that identifies the chemical that was previously in the tank and certifies that the tank has been cleaned.

**COUNT ONE**

**(18 U.S.C. § 1343 – Wire Fraud)**

A. INTRODUCTION

4. The Introduction section of the Information is realleged and incorporated by reference as though fully set forth herein.

B. THE SCHEME AND ARTIFICE

5. From in or about 2012, and continuing until in or about 2020, in the Southern District of Texas and elsewhere, the defendant,

**ANAHUAC TRANSPORT, INC.,**

knowingly devised and intended to devise a scheme and artifice to defraud its contracting partners and the government and to obtain money by means of materially false and fraudulent pretenses, representations and promises, in that, it billed its contracting partners for hauling loads of rocket fuel and jet fuel in tank trailers that had previously contained an incompatible chemical and created and submitted to its contracting partners fraudulent wash certificates that falsely indicated the tank trailers had not previously contained an incompatible chemical.

C. MANNER AND MEANS OF THE SCHEME

6. NASA and DOD contracted with companies to launch rockets with supplies for the International Space Station and with military cargo. ANAHUAC was contracted to haul RP-1 and JP-10 from Texas to the launch sites and elsewhere. The contracts ANAHUAC entered to haul the fuel provided that the tank trailers used by ANAHUAC will not have contained an incompatible chemical prior to being used to haul RP-1 or JP-10.

7. ANAHUAC maintained an electronic template for wash certificates that it used to create fraudulent wash certificates, which falsely claimed the tank trailers ANAHUAC had used to haul the RP-1 and JP-10 had not previously been used to haul an incompatible chemical.

8. ANAHUAC caused the false wash certificates that it created to be provided by email and, at times, also by hard copy, to its contracting partners with the intent that the false wash certificates be relied upon by its contracting partners, other contractors, and the government in launching rockets and in conducting other activities.

9. ANAHUAC submitted documentation to its contracting partners that contained the false wash certificates in order to induce payment of ANAHUAC by the contracting partners.

D. EXECUTION OF THE SCHEME

10. On or about February 27, 2017, in the Houston Division of the Southern District of Texas and elsewhere, the Defendant, **ANAHUAC TRANSPORT, INC.**, for the purpose of executing the aforementioned scheme and artifice to defraud and to obtain money by material false and fraudulent representations, pretenses, and promises, did knowingly cause to be transmitted by means of wire communication in interstate commerce, an email from ANAHUAC to its contracting partner, with an attached invoice for hauling multiple loads of rocket fuel, and with a link to documents related to the shipment of these fuel loads, which included wash certificates that misrepresented the chemical previously contained by the tank trailers.

In violation of Title 18, United States Code, Sections 1343 and 2.

**NOTICE OF FORFEITURE**

**(18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c))**

11. Pursuant to Title 18, United States Code, Section 981(a)(1)(C), through application of Title 28, United States Code, Section 2461(c), the United States gives notice to Defendant,

**ANAHUAC TRANSPORT, INC.,**

that upon conviction of Count One, all property, real or personal, which constitutes or is derived from proceeds traceable to such offense, is subject to forfeiture.

**Money Judgment and Substitute Assets**

12. The United States gives notice that it will seek a money judgment against the Defendant. In the event that one or more conditions listed in Title 21, United States Code, Section 853(p) exist, the United States will seek to forfeit any other property of the Defendant in substitution.

JENNIFER B. LOWERY  
ACTING UNITED STATES ATTORNEY



Robert S. Johnson  
Assistant United States Attorney